

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUDCO HOLDINGS INC.		12/31/2012	CORPORATION: MICHIGAN
BRIAN UNLIMITED DISTRIBUTION COMPANY		12/31/2012	CORPORATION: MICHIGAN
BUDCO BUSINESS TO BUSINESS, INC.		12/31/2012	CORPORATION: MICHIGAN
BUDCO EAST COAST LLC		12/31/2012	LIMITED LIABILITY COMPANY: MICHIGAN
CAREPOINT RESOURCES, INC.		12/31/2012	CORPORATION: DELAWARE
NOVO 1, INC.		12/31/2012	CORPORATION: DELAWARE
NOVO 1 OF NEVADA, INC.		12/31/2012	CORPORATION: NEVADA
NOVO 1, INC.		12/31/2012	CORPORATION: MONTANA
FORT WORTH - NOVO 1, LLC		12/31/2012	LIMITED LIABILITY COMPANY: WISCONSIN
ACCESS PLUS PAGING, INC.		12/31/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	TRIANGLE MEZZANINE FUND, LLLP		
Street Address:	3700 Glenwood Ave., Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3160310	NOVO 1	
Registration Number:	3295703	N1	
Registration Number:	3328332	TARGET CONNECT	
CORRESPONDENCE DATA			

900242745

TRADEMARK
 REEL: 004932 FRAME: 0014

OP \$90.00 3160310

Fax Number: 9198216800

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-821-1220

Email: gcollins@smithlaw.com

Correspondent Name: Grace S. Collins

Address Line 1: 150 Fayetteville Street, Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	11874.133
NAME OF SUBMITTER:	Grace S. Collins
Signature:	/s/ Grace S. Collins
Date:	12/31/2012

Total Attachments: 8

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS AGREEMENT SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “INTERCREDITOR AGREEMENT”), DATED AS OF DECEMBER 31, 2012, BY AND AMONG UNION BANK, N.A. TRIANGLE MEZZANINE FUND, LLLP, AND TRIANGLE MEZZANINE FUND II L.P., TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST EVIDENCED BY THIS AGREEMENT ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this 31st day of December, 2012, by BUDCO HOLDINGS INC., a Michigan corporation, BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation, BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation, BUDCO EAST COAST LLC, a Michigan limited liability company, CAREPOINT RESOURCES, INC., a Delaware corporation, NOVO 1, INC., a Delaware corporation, NOVO 1 OF NEVADA, INC., a Nevada corporation, NOVO 1, INC., a Montana corporation, FORT WORTH – NOVO 1, LLC, a Wisconsin limited liability company, and ACCESS PLUS PAGING, INC., a Wisconsin corporation (collectively, “Grantors” and each individually, a “Grantor”), in favor of TRIANGLE MEZZANINE FUND, LLLP, as Collateral Agent under the Loan Agreement described below (“Grantee”):

W I T N E S S E T H

WHEREAS, Grantors and Grantee are parties to a certain Loan and Security Agreement dated as of the date hereof (as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “Loan Agreement”) and (ii) certain other credit facility documents, instruments and agreements, which provide for extensions of credit to be made to Grantors by Grantee; and

WHEREAS, pursuant to the terms the Loan Agreement and the other Loan Documents, to secure the payment of all amounts owing by Grantors under the Loan Agreement, Grantors have granted to Grantee a security interest and Lien upon all or substantially all personal property assets of Grantors, excluding the Excluded Property but otherwise including, without limitation, a Lien upon all right, title and interest of Grantors in, to and under all now owned and hereafter acquired: (i) trademarks, service marks, trade dress and trade names, whether the foregoing are registered or unregistered; (ii) trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on Schedule A annexed hereto); (iii) extensions and renewals of or with respect to any of the foregoing; (iv) rights to sue or

otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) rights of Grantors corresponding thereto throughout the world and all other rights of Grantors of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding in each case of (i) to (vi) any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under Applicable Law and excluding the Excluded Property (collectively, "Grantors' Trademarks"), and all rights under any written or oral agreement now owned or hereafter acquired by each Grantor granting any right to use any Grantors' Trademark, excluding the Excluded Property (collectively, "Trademark Licenses" and, together with the Grantors' Trademarks, and all products and Proceeds thereof, the "Trademarks").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreements. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement. In the event of any conflict between any provision of this Agreement and any provision of the Loan Agreement, the provisions of the Loan Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Grantee, and hereby reaffirm their prior grant pursuant to the Loan Agreement of, a continuing security interest in and Lien upon all right, title and interest of Grantors in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and Proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Grantee unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

5. Termination. This Agreement shall terminate concurrently with the termination of the Loan Agreement and payment in full of the Obligations.

6. Counterparts. This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or e-mail (in .pdf or similar format) shall be as effective as delivery of a manually executed counterpart hereof, shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement.

[remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Grantors have duly executed this Trademark Security Agreement as of the date first written above.

BUDCO HOLDINGS INC., a Michigan corporation

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO EAST COAST LLC, a Michigan limited liability company

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

CAREPOINT RESOURCES, INC., a Delaware corporation

By: _____
Name: Eric Rothert
Title: Chief Operating Officer

NOVO 1, INC., a Delaware corporation

By: _____
Name: Eric Rothert
Title: Chief Operating Officer

IN WITNESS WHEREOF, Grantors have duly executed this Trademark Security Agreement as of the date first written above.

BUDCO HOLDINGS INC., a Michigan corporation

By: _____

Name: William Rozek
Title: Chief Financial Officer

BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation

By: _____

Name: William Rozek
Title: Chief Financial Officer

BUDCO EAST COAST LLC, a Michigan limited liability company

By: _____

Name: William Rozek
Title: Chief Financial Officer

BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation

By: _____

Name: William Rozek
Title: Chief Financial Officer

CAREPOINT RESOURCES, INC., a Delaware corporation

By: Eric Rothert

Name: Eric Rothert
Title: Chief Operating Officer

NOVO 1, INC., a Delaware corporation

By: Eric Rothert

Name: Eric Rothert
Title: Chief Operating Officer

NOVO 1 OF NEVADA, INC., a Nevada corporation

By: 

Name: Eric Rothert

Title: Chief Operating Officer

NOVO 1, INC., a Montana corporation

By: 

Name: Eric Rothert

Title: Chief Operating Officer

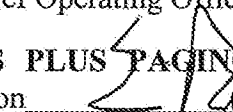
FORT WORTH - NOVO 1, LLC, a Wisconsin limited liability company

By: 

Name: Eric Rothert

Title: Chief Operating Officer

ACCESS PLUS PAGING, INC., a Wisconsin corporation



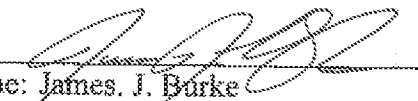
Name: Eric Rothert

Title: Chief Operating Officer

ACCEPTED AND AGREED
as of the date first above written:

TRIANGLE MEZZANINE FUND, LLLP,
as Collateral Agent

By: New Triangle GP, LLC, its General Partner
By: Triangle Capital Corporation, its Manager

By: 
Name: James J. Burke
Title: Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Owner	Trademark	Registration Number	Registration Date
CarePoint Resources, Inc.	NOVO 1	3,160,310	10/17/2006
CarePoint Resources, Inc.	N1	3,295,703	9/18/2007
Brian Unlimited Distribution Company	TARGET CONNECT	3,328,332	11/6/2007

U.S. Trademark Applications

None.